**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**CENTRAL DISTRICT, DELHI**

**CONSUMER COMPLAINT NO. 114 OF 2024**

**In the matter of:**

**Chandeshwar Yadav**

Aged 49, Male

S/o Rameshwar Prasad,

R/o A-203, Indra Kalyan Vihar, Block A

Okhla Phase 1, Delhi - 110020

[chandeshwarprasad@gmail.com](mailto:chandeshwarprasad@gmail.com); 9089785609

....Complainant

**Versus**

**National Insurance Company Limited**

Through its Branch Manager

Divisional Office, Delhi

9302, NN Mall, Near M2K Cinema

Sector 3, Rohini, Delhi - 110085 ....Opposite Party

**COMPLAINT FILED UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

**MOST RESPECTFULLY SHOWETH:**

1. The address of the Complainant for the purpose of service of summons, notice etc is as shown in the cause title above.

The address of the Opponents for the very purpose is the same as shown in the cause title above.

The Complainant, Chandeshwar Yadav, is the registered owner of an Eicher Truck, bearing registration number DL-1LV-1690. The vehicle was purchased in November 2014 by Eicher Motors Outlet Shristi Auto. The Trucks was also insured with the Opposite Party, National Insurance Company Limited under policy no. 360400/31/15/6300009063 with comprehensive coverage, ensuring protection against accidental damage. The policy was valid from 18th November 2015 to 17th November 2016.

2.**Accident Details**: On 26th December 2015, the aforementioned vehicle was involved in an unfortunate accident while operating within the geographical limits of the insurance policy. The accident occurred at Gurgaon Circle and a First Information Report 2345 was registered at Rewari Police Station under registration number 2345/2015.

3.**Licensed Driver and Due Diligence**: At the time of the accident, the vehicle was being operated by Mr. Rakesh Kumar, a licensed driver holding a valid commercial driving license (No. 23933/AG/2007). All due diligence was exercised by the Complainant in ensuring compliance with policy terms and relevant traffic regulations.

**CAUSE OF ACTION:**

4. Unjustified Repudiation: The Opposite Party unjustly repudiated the Complainant's claim for accidental damage on 24 April 2016, citing the arbitrary reason for premium payment through a UPI app. This reason is irrelevant as the policy does not mandate a specific payment method, and the Complainant fulfilled the obligation of timely premium payment. The Opposite Party failed to provide a sound legal or contractual basis for the claim denial. Attempts to resolve the issue with the Opposite Party proved futile, with the claim being fully rejected on 24 June 2020.

5. **Deficiency in Servic**e: The wrongful repudiation of the claim amounts to a severe deficiency in service on the part of the Opposite Party. The Complainant, having paid regular premiums in good faith, was entitled to the benefits of the insurance policy. The repudiation caused unwarranted and substantial financial hardship for the Complainant.

6. **Unfair Trade Practice**: The Opposite Party's actions represent an unfair trade practice. Denying a legitimate claim without sound legal or contractual basis disregards the Complainant's interests as a consumer, causing significant mental and emotional distress.

**JURISDICTION:**

7. The Commission has the territorial jurisdiction as the incident, the Complainant's residence, and the Opposite Party's office are all situated in Delhi. The pecuniary value is below 50 Lakhs and hence it falls within the jurisdiction of this Commission.

**LIMITATION:**

8. The cause of action arose on 24 June 2020, and this complaint was filed within the limitation period of two years as stipulated by the Consumer Protection Act, 2019.

**COURT FEE:**

9. The required court fee has been paid as per Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

**PRAYER:**

In light of the above submissions, the Complainant prays for the following relief:

a) Direction to the Opposite Party to pay the assessed repair charges of Rs 4,70,430 along with applicable interest.

b) Compensation of Rs 6,50,000 for damages suffered and Rs 1,00,000 for mental agony and stress caused.

c) Litigation costs of Rs 33,000.

d) Any other relief that this Hon’ble Commission deems fit and proper in the circumstances of the case.

PLACE: Delhi Chandeshwar Yadav Complainant

DATED

**VERIFICATION**

I Chandeshwar Yadav S/o Rameshwar Prasad residing at R/o A-203, Indra Kalyan Vihar, Block A Okhla Phase 1, Delhi - 110020 do hereby solemnly affirm and declare that the contents of paragraphs 1 to 5 of the foregoing complaint are true and correct to the best of my knowledge. No part of it is false, and nothing material has been concealed

**PLACE**: Delhi Chandeshwar Yadav Complainant

**DATE**: [Insert Date]

**Annexure of Evidence:**

* Copy of the Insurance Policy no. 360400/31/15/6300009063.
* Copy of Driving License no. 23933/AG/2007.
* FIR Report of the Accident, No. 449 dated 26.12.2015.
* Repair bills amounting to Rs. 4,70,430 from the authorized service center.
* Legal notices sent to the Opposite Party.